

SPECIAL CRANSTON SCHOOL COMMITTEE MEETING

OCTOBER 6, 2011

WESTERN HILLS MIDDLE SCHOOL

400 PHENIX AVENUE

EXECUTIVE SESSION: 6:00 P.M.

IMMEDIATELY FOLLOWED BY PUBLIC MEETING

IMMEDIATELY FOLLOWED BY PUBLIC WORK SESSION

AGENDA

1. Call to order – 6:00 p.m. – Convene to Executive Session Pursuant to RI State Laws PL 42-46-5(a)(1) Personnel, PL 42-46-5(a)(2) Collective Bargaining and Litigation (Contract Negotiations' Update – Bus Drivers / Trades People / Mechanics, Custodians), (Consideration of legal options regarding status of aid to education appropriation and legal advice relating to the same).

2. Executive Session

3. Call to Order – Public Session

4. Roll Call – Quorum

5. Executive Session Minutes Sealed – October 6, 2011

6. Public Acknowledgements / Communication

7. Chairperson's Communications

8. Superintendent's Communications

9. School Committee Member (s) Communications

10. Public Hearing

a. Students (Agenda/Non-agenda matters)

b. Members of the Public (Agenda matters only)

11. Consent Agenda / Consent Calendar

RESOLUTIONS

PERSONNEL

NO. 11-10-01 – RESOLVED, that at the recommendation of the Superintendent, the following certified personnel be appointed for the 2011-2012 school year:

Kerri Lapierre, Step 12 + MA

Education...PC, BA RIC, MA

Experience...Central Falls School Department

Certification...ESL

Assignment...Itinerant 1.0 FTE

Effective Date...September 2, 2011

Authorization...Replacement

Fiscal Note...21513060 51110

Debra Favicchio, Step 12

Education...RIC, BA

Experience...CPS Retiree

Certification...Secondary Math

Assignment...CACTC .5 FTE

Effective Date...September 21, 2011

Authorization...Replacement

Fiscal Note...50274124 51110

Christine Smith, Step 1

Education...RIC, BA

Experience...CPS Substitute

Certification...Art PK-12

Assignment...Itinerant .6 FTE

Effective Date...October 11, 2011

Authorization...Replacement

Fiscal Note...12112370 51110

Candace Mendes, Step 12 + MA

Education...RIC, BA, PC, MA

Experience...Central Falls

Certification...Special Ed Elementary\Middle

Assignment...Bain Special Ed Department Chair 1.0 FTE

Effective Date...October 5, 2011

Authorization...Replacement

Fiscal Note...11535020 51110

Bethany Adams, Step 5 + M.Ed

Education...Lynchburg College, BA UMass, M.Ed

Experience...Perkins School

Certification...Teacher of the Blind & Visually Impaired PK-12

Assignment...Itinerant 1.0 FTE

Effective Date...October 17, 2011

Authorization...Replacement

Fiscal Note...19017090 51110

NO. 11-10-02 – RESOLVED, that at the recommendation of the Superintendent, the appointment of the following Program Supervisor be approved:

Susan Rose, Library Media

NO. 11-10-03 - RESOLVED, that at the recommendation of the Superintendent, the appointment of the following Program Supervisor be approved:

David Regine, Technology

NO. 11-10-04 - RESOLVED, that at the recommendation of the Superintendent, the resignation(s) of the following certified personnel be accepted:

Tracie Scotti, Teacher

Glen Hills

Effective Date...October 14, 2011

Jenny Lane Smith, Teacher

Bain/Park View

Effective Date...October 7, 2011

NO. 11-10-05 - RESOLVED, that at the recommendation of the Superintendent, the following non-certified employee(s) be appointed:

William Russell, Custodian

Plant

Effective Date...September 20, 2011

Authorization...Replacement

Fiscal Note...12247050 51110

Jacqueline Venticinque, Bus Monitor

Transportation

Effective Date...September 26, 2011

Authorization...New

Fiscal Note...13445090 51110

Kathryn Mills, Data Manager & Supervisor

Administration

Effective Date...October 7, 2011

Authorization...Replacement

Fiscal Note...19042570 51110

TABLED RESOLUTION(S)

NO. 11-8-02– Be it resolved, that the Extension Agreement between the Cranston School Committee and the Rhode Island Laborers' District Council on behalf of Local Union 1322 of the Laborers' International Union of North America, AFL-CIO, be approved. (See Revised Fiscal Impact Analysis/Extension Agreement attached)

12. Action Calendar / Action Agenda

13. New Business

14. Public Hearing on Non-agenda Items

15. Adjourn to Public Work Session

a. Presentation from the Custodians Union – Contract Proposal

16. Adjourn Public Work Session / Adjournment

School Committee members who are unable to attend this meeting are asked to notify the Chairman in advance.

Interested persons and the public at large, upon advance notice, will be given a fair opportunity to be heard at said meeting on the items proposed on the Agenda.

Individuals requesting interpreter services for the hearing impaired must notify the Superintendent's Office at 270-8143 72 hours in advance of hearing date.

Any changes in the agenda pursuant to RIGL 42-46-6(e) will be posted on the school district's website at www.cpsed.net, Cranston Public

Schools' Administration Building, 845 Park Ave., Cranston, RI; and Cranston City Hall, 869 Park Ave., Cranston, RI and will be electronically filed with the Secretary of State at least forty-eight hours (48) in advance of the meeting.

Posted: October 4, 2011

**CRANSTON PUBLIC SCHOOLS
FISCAL IMPACT STATEMENT
BUS DRIVERS**

2011 - 2013

CATEGORY 2011-2012 2012-2013

RAISE (A) 0 0

STEPS (FREEZE) 40,383 84,843

NON-CERTIFIED PENSION 2,383 13,202

LABORERS PENSION (B) 4,372 6,172

FICA 2,504 5,260

MEDICARE 586 1,230

INCREASE IN COST-SHARING (C) 85,559 150,469

PLAN DESIGN CHANGES (D) 26,795 32,154

ELIMINATION OF HOLIDAYS (E) 20,090 40,180

ELIMINATION OF 4TH WEEK VACATION 25,810 25,810

EMPLOYEE TURNOVER (F) 30,681 30,681

EMPLOYEE RETIREMENT HEALTH SAVINGS 59,488 0

CHANGE IN HEALTH-CARE COVERAGE (G) 23,989 26,388

322,639 416,389

SUMMARY 739,028

ASSUMPTIONS

(A) - RAISE

2011-2012 = 0%

2012-2013 = 0%

(B) - PENSION SURCHARGE BEING PAID BY EMPLOYEE

2011-2012 = 8.5 MONTHS

2012-2013 = FULL YEAR

(C) - COST-SHARING

2011-2012 = 20% (8.5 MOS.)

2012-2013 = 20% (10% INCR. IN HEALTH RATES, 5% INCR. IN DENTAL RATES)

(D) - INCREASE IN MEDICAL CO-PAYS

2011-2012 = 10 MONTHS

2012-2013 = FULL YEAR

(E) - ELIMINATION OF HOLIDAYS

2011-2012 = 2 HOLIDAYS

2012-2013 = 4 HOLIDAYS

(F) - USE OF PROBATIONARY EMPLOYEE FOR ONE YEAR PERIOD (NO BENEFITS)

(G) - TWO CURRENT EMPLOYEES DROPPING/CHANGING HEALTH COVERAGE

OFFERED BY UNION, BUT VOLUNTARY/NON-CONTRACTUAL

1 - FAMILY TO INDIVIDUAL

1 - FAMILY TO NO COVERAGE

(COVERAGE MAY BE REINSTATED DURING LIFE OF CONTRACT)

EXTENSION AGREEMENT

The CRANSTON SCHOOL COMMITTEE (hereafter referred to as "COMMITTEE") and the Rhode Island Laborers' District Council on behalf of Local Union 1322 of the Laborers' International Union of North America, AFL-CIO (hereinafter referred as "LOCAL 1322") resolve the current collective bargaining by modifying and extending the existing COLLECTIVE BARGAINING AGREEMENT (hereafter referred to as the "AGREEMENT") that covered the term of July 1, 2008 through June 30, 2011 in the following manner:

1. TERM OF EXTENSION. The AGREEMENT shall be extended for an additional term of two years and shall expire on June 30, 2013.

2. SALARY SCHEDULE ADJUSTMENT. The Salary Schedule shall be adjusted by deleting the salary provisions in the existing AGREEMENT and replacing the same with the attached Salary Schedule (Exhibit A), the terms of which are hereby incorporated by referent-P. These changes shall be effective the first pay period following

ratification of this AGREEMENT between the Committee and Local 1322 or The Rhode Island Laborers' District Council.

3. STEPS. There will be no step increases and the steps will be frozen for the duration of this AGREEMENT. These changes shall be effective the first pay period following ratification of this AGREEMENT between the Committee and Local 1322 or The Rhode Island Laborers' District Council.

4. ARTICLE XIII ENTITLED "HEALTH INSURANCE" will be amended to provide that the health plan will be changed as set forth in Exhibit B, the terms of which are hereby incorporated by reference, and all Bargaining Unit members will be responsible for a twenty (20%) percent cost share effective the first pay period following ratification of this Agreement by the Committee and Local 1322 or The Rhode Island Laborers' District Council. The dental insurance plan shall remain the same. However, all Bargaining Unit members will be responsible for twenty (20%) percent cost share based upon their plan effective the first pay period following ratification of this Agreement by the Committee and Local 1322 or The Rhode Island Laborers' District Council. The twenty (20%) percent cost share for the Health Plan and Dental Plan shall be in effect for the 2011-2012 contract year. With regard to 2012-2013, the Bargaining Unit members will pay the same cost share that is in effect for the teachers, but not more than twenty (20%) percent.

Employee A and Employee B's health coverage shall be adjusted pursuant to a Memorandum of Agreement executed by the parties. Employee A's coverage will be eliminated and Employee B's coverage

shall be reduced from family coverage to individual coverage. These coverage changes will take place effective the first pay period following ratification of this Agreement by the Committee and Local 1322 or The Rhode Island Laborers' District Council. As to Employee A, coverage will not be available for the duration of this Agreement unless satisfactory written evidence is presented to the Committee establishing that the coverage that is available to her through her spouse's employment is no longer available. As to Employee B, no coverage shall be available for the duration of this Agreement unless satisfactory written evidence is presented to the Committee indicating that there has been a change in circumstances which would require family coverage.

5.HOLIDAYS/VACATION. For the term of this Agreement, the holiday schedule as set forth in Article XVII shall be adjusted to reflect that in the contract year of 2011-2012 no Bargaining Unit member will be entitled to be paid for Rosh Hashanah, Columbus Day and Presidents' Day and for contract year 2012-2013, no Bargaining Unit member will be paid for Rosh Hashanah, Yom Kippur, and Presidents' Day.

With regard to vacation, any Bargaining Unit member, except for the trades people, entitled to four (4) weeks' vacation under the prior contract will no longer be entitled to a fourth week of vacation and no other Bargaining Unit member will be entitled to a fourth week of vacation during the term of this AGREEMENT.

These changes will take effect upon ratification of this AGREEMENT by the Committee and Local 1322 or The Rhode Island Laborers'

District Council.

6. LEAVES OF ABSENCE. Article XII Leaves of Absence shall be amended so that members of the Bargaining Unit shall accrue only one (1) day of sick leave per month during the school year, provided the members of the Bargaining Unit work ninety (90%) percent of the month. Accrued sick days/sick banks for all Bargaining Unit members shall be frozen effective the first pay period following ratification of this Agreement by the Committee and Local 1322 or The Rhode Island Laborers' District Council as listed in Exhibit C, hereby incorporated by reference, and no unused sick days shall be allowed to accumulate or be added during the term of this AGREEMENT for purposes of the payout to Union members who have worked for the transportation department for ten (10) years or more upon retirement from the Cranston Public Schools. In the event that any Bargaining Unit employee has accrued and exhausted ten (10) days of sick leave in a contract year, and only in that event, that member will be allowed to access any sick days that he has accumulated. Notwithstanding the above, Bargaining Unit members may accrue up to five (5) days of unused sick time, but as stated above, this will not be counted as part of the payout at the end of their term.

Further, any Bargaining Unit member who achieves perfect attendance during a contract year shall be entitled to two (2) days of pay.

These changes will take effect upon ratification of this AGREEMENT by the Committee and Local 1322 or The Rhode Island Laborers' District Council.

7. SELECTION AND APPOINTMENT. Article III regarding selection and appointment shall be amended to provide that any new employees hired as bus drivers as of July 1, 2011 and during the term of this AGREEMENT shall be one (1) year probationary, non-union employees. These employees will not receive any benefits that Bargaining Unit members are entitled to and will not be required to pay Union dues during the probationary period.

Article V Payroll Deductions shall also be adjusted to reflect the fact that these probationary, non-union employees will not be required to pay Union dues.

These changes will take effect upon ratification of this Agreement by the Committee and Local 1322 or The Rhode Island Laborers' District Council.

8. ARTICLE V PAYROLL DEDUCTIONS. Article V regarding payroll deductions shall be amended adding that with regard to the Laborers' National (Industrial) Pension Fund, the Cranston Public Schools will only be responsible to pay the regular monthly contributions (presently \$.54 per hour). Participating Bargaining Unit employees will be responsible to pay

any "Contribution Surcharge" (presently ten (10%) percent of the regular monthly contribution) through payroll deduction. Further, the payroll deduction contained in Article V relating to the Laborers' National (Industrial) Pension Fund shall be adjusted going forward in accordance with Exhibit D attached hereto and made a part hereof. The Cranston Public Schools will submit the participating Bargaining

Unit members' contribution to the Fund. The Indemnification and Hold Harmless clause in the prior contract shall be amended to add that the Union shall indemnify and hold harmless the Cranston Public Schools for any claims of ERISA violations as a result of these payroll deductions. These changes will be effective the first pay period following ratification of this AGREEMENT by the Committee and Local 1322 or The Rhode Island Laborers' District Council.

9. ARTICLE XIII RHODE ISLAND DEPARTMENT OF EDUCATION STATE-WIDE TRANSPORTATION & THE CITY OF CRANSTON'S CONSOLIDATION PLAN is hereby deleted. In its place will be the following:

SUCCESSOR AND ASSIGNS

This agreement shall be binding upon the City of Cranston School Committee and the Union and its successor and assigns. No provision herein contained shall be nullified or effected in any manner as a result of any change in administration of the Cranston School Committee.

Should any article, section or clause of this agreement be declared illegal by a Court of competent jurisdiction Rhode Island General Law(s) and or Federal Law(s) then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

10. ARTICLE XII RHODE ISLAND LABORERS' PUBLIC SERVICE EMPLOYEES' LEGAL SERVICES FUND is hereby deleted. Five (\$.05) cents per hour previously paid for the legal services fund is now

added to the employees' salary as set forth in the Salary Schedule, Exhibit A. These changes will be effective the first pay period following ratification of this AGREEMENT by the Committee and Local 1322 or The Rhode island Laborers' District Council.

11. EFFECT ON OTHER AGREEMENT PROVISIONS. All other terms and conditions of the existing AGREEMENT not specifically modified in this EXTENSION AGREEMENT shall remain in full force and effect during the extension term running through June 30, 2013. All agreed upon changes or modifications to the existing AGREEMENT are incorporated into this EXTENSION AGREEMENT and there are no other understandings, representations or promises between the parties or The Rhode Island Laborers' District Council.

12. RATIFICATION. This EXTENSION AGREEMENT has been negotiated in good faith by the bargaining negotiation representatives of both the COMMITTEE and the LOCAL 1322 and is subject to ratification by the COMMITTEE, the CRANSTON CITY COUNCIL and by the members of LOCAL 1322 or THE RHODE ISLAND LABORERS' DISTRICT COUNCIL. The parties hereto agree to convene their respective constituencies as soon as practicable for the purpose of ratifying the EXTENSION AGREEMENT.

CRANSTON SCHOOL COMMITTEE

The Rhode Island Laborers'

**District Council on Behalf of Local Union 1322 of the Laborers'
International Union of North America, AFL-CIO**

By: By:

EXHIBIT A

BUS DRIVERS

2011-2012 2012-2013

STEP 1 \$14.31 \$14.31

STEP 2 \$14.59 \$14.59

STEP 3 \$14.89 \$14.89

STEP 4 \$15.18 \$15.18

STEP 5 \$15.48 \$15.48

STEP 6 \$15.80 \$15.80

STEP 7 \$16.00 \$16.00

STEP 8 \$16.32 \$16.32

STEP 9 \$16.65 \$16.65

STEP 10 \$16.98 \$16.98

MECHANICS

2011-2012 2012-2013

STEP 1 \$17.79 \$17.79

STEP 2 \$18.29 \$18.29

STEP 3 \$18.73 \$18.73

STEP 4 \$19.20 \$19.20

STEP 5 \$19.64 \$19.64

STEP 6 \$20.14 \$20.14

STEP 7 \$20.38 \$20.38

STEP 8 \$20.78 \$20.78

STEP 9 \$21.20 \$21.20

STEP 10 \$21.62 \$21.62

2012-2013

ELECTRICIAN/HVAC/PLUMBER

2011-2012

STEP 1 \$19.63 \$19.63

STEP 2 \$20.68 \$20.68

STEP 3 \$21.75 \$21.75

STEP 4 \$22.80 \$22.80

STEP 5 \$23.86 \$23.86

STEP 6 \$24.92 \$24.92

STEP 7 \$25.98 \$25.98

STEP 8 \$26.51 \$26.51

STEP 9 \$27.02 \$27.02

STEP 10 \$27.56 \$27.56

CARPENTER / MASON

2011-2012 2012-2013

STEP 1 \$18.51 \$18.51

STEP 2 \$19.46 \$19.46

STEP 3 \$20.45 \$20.45

STEP 4 \$21.85 \$21.85

STEP 5 \$22.41 \$22.41

STEP 6 \$23.41 \$23.41

STEP 7 \$24.39 \$24.39

STEP 8 \$24.87 \$24.87

STEP 9 \$25.35 \$25.35

STEP 10 \$25.87 \$25.87

EXHIBIT B

EXHIBIT B

BENEFIT/COVERAGE SUMMARY OF STANDARD PPO PLAN

(More specific benefits/coverage is set forth under the Subscriber Agreement in effect during the life of the Contract)

COVERAGE GUIDELINES:

50% coverage of OP BRCD for RI or other plans non-network PPO providers; 80% coverage all other RI or other plans non-network PPO providers up to an OOP maximum \$3000 1/3 per family per calendar year aggregate hospital & surgical-med LOB excluding pedi/IVF/BH/CD; coverage infertility treatment

HOSPITAL COVERAGE:

***Unlimited days of care (includes medical/surgical and inpatient mental health care)**

***Semi-private room**

***Emergency room care (no authorization required)**

***\$100 emergency room care co-payment (waived if admitted)**

SURGICAL/MEDICAL COVERAGE:

***\$25 chiropractic visit co-payment (12 visits)**

***Durable medical equipment (80% coverage; no dollar maximum)**

***Diagnostic tests, lab & x-ray coverage including mammograms & pap tests**

***Office visit coverage**

***Inpatient/outpatient surgery, anesthesia coverage**

*** Maternity care**

***\$25 office visit co-payment per individual session for outpatient behavioral health/chemical dependency.**

***\$25 office visit co-payment per group session for outpatient behavioral health/chemical dependency**

***\$15 primary care office visit co-payment**

***\$25 office visit co-payment for allergy & dermatology**

***\$50 office visit for urgent care**

***Injectable prescription drugs covered**

***80% coverage to major medical-like benefits when packaged with preferred Rx opt 2 home infusion, home care, prosthetic, DME, PDN, cardiac rehabilitation, ambulance, prof. ther., inj., oxy, supplies, submitted injectables**

PREVENTATIVE CARE:

***Mammograms**

***Pap tests**

***Well baby care: \$15 co-payment per visit, then \$100 coverage up to allowance**

PRESCRIPTIONS:

***\$5 (generic drugs), \$15 (preferred brand names), and \$30 (non-preferred brand name list that may have generic or brand name alternatives): 34-day supply**

MISCELLANEOUS BENEFITS:

***Student coverage to age 24**

***No lifetime maximum**

***80% coverage for outpatient labs and x-rays from a hospital non-network provider**

***Mandatory organ transplant coverage: 100% coverage for eligible costs associated with kidney, cornea, allogenic bone marrow, heart, lung, and liver, pancreas, and small intestine transplants.**

***Radiation therapy services paid in full (non-network 80% after deductible)**

***\$200 deductible per person (3 per family maximum) per calendar year for services rendered by RI non-network providers or other plans non-network PPO providers**

***Managed benefits program: authorization is obtained from providers who participate directly with the healthcare carrier; members responsible for obtaining preauthorization when using the health care carrier's PPO providers who do not participate directly with the healthcare carrier or from non-network providers**

***Routine eye exams: \$25 co-payment - one routine exam per year at network providers (medically necessary exams as needed); reimbursed at the health care carrier's allowance minus a \$25 co-payment at non-participating optometrists/ophthalmologists; 80%**

after deductible for non-participating routine exams only

***Outpatient chemical dependency: limited to 30 hours per member, per calendar year for facility based or office based counseling**

***Physical, speech & occupational therapy - outpatient: 100% coverage after a hospital stay in the outpatient department; 80% coverage in a provider's office**

***Private duty nursing & ambulance: 80% coverage**

***Municipal ground ambulance: reimbursement based on healthcare carrier's allowance and subject to any applicable copayment, co-insurance and/or deductibles; members responsible for balances over the healthcare carrier's allowance when using nonparticipating municipal ambulance companies**

***Air and water ambulance: reimbursement based on the healthcare carrier's allowance and subject to any applicable copayment, co-insurance, and/or deductibles; maximum benefit of \$3,000 per occurrence applies; members responsible for any charges exceeding \$3,000 maximum**

***Home & hospice care: 100% coverage in lieu of hospitalization; included doctor, nurse, home health aide visits and home infusion therapy; non-network 80% after deductible**

***Dependent coverage: spouse and unmarried children through the year in which they turn age**

***Inpatient chemical dependency: Detox - up to five (5) admissions or 30 days in any calendar year, whichever comes first; rehab - hospital or community residential care services for chemical dependency**

treatment covered up to 30 days in any calendar year; outpatient - up to 30 visits per member, per calendar year; mental health - medication visits are unlimited

AFFIDAVIT OF DOMESTIC PARTNERSHIP

The purpose of this Affidavit is to qualify a domestic partner for receipt of any medical coverage and benefits to which a teacher's spouse and/or family members are entitled.

1. We hereby certify that as domestic partners, we have an exclusive mutual commitment similar to marriage and that we meet the following criteria.

a. We have been each other's domestic partner and have shared a common residence and we have every intention of remaining indefinitely in the relationship.

b. Neither of us is married to anyone else.

c. We are jointly responsible for each other's common welfare and basic living expenses.

d. We are both at least 18 years old and are mentally competent to consent to contract.

e. We are by law adults and not related by blood closer than would bar marriage in our state of legal residence.

f. Our domestic relationship is not illegal.

2. We agree to notify the Cranston School Department if the status of this relationship changes, including termination of the relationship or failure to meet any of the above criteria, by filing a Change of Status form no later than thirty days from the date of such change. It is

understood that if this domestic partnership is terminated, a subsequent Declaration of Domestic Partnership cannot be filed until the later of 12 months after filing a Change of Status form or 12 months after coverage has been canceled.

3. I understand that under current tax regulations, the Cranston Public Schools is required by the Internal Revenue Service to report as taxable (imputed) income, the premium value of the company's contribution to the benefit plan related to covering any partner or any partner's dependent children.

If your domestic partner and his/her dependent children are considered my "dependents" as defined under Section 152(a)(9) of the Internal Revenue Code. I will need to complete the Tax Certification of Dependency form.

4. We understand that the coverage elected will remain in effect until any of the following occurs:

The next plan year in which coverage is changed; termination from benefit plan due to ineligibility takes place; the domestic partnership is terminated; the death of the enrolled domestic partner; or a change in the eligibility status of my partner's children (if applicable) takes place.

1. We understand that the information contained in this Affidavit is confidential and is being provided for the sole purpose of determining eligibility of benefits.

2. We affirm that the statements attested to in 'this

Affidavit are true and correct to the best of our knowledge. We

understand that we are responsible for reimbursing the Cranston School Committee for any expenses incurred, as a result of any knowingly

false or misleading statement contained in this Affidavit. It is further understood that a deliberate

false statement could result in disciplinary or legal action, including termination of employment at Cranston Public Schools.

Employee Signature Domestic Partner Signature

Date: Date:

Emp. S.S. Number Dom. Partner S.S. Number

EXHIBIT C

Unused Benefits As Of Date: 06/30/2011

3979 Abujade	(Fiske),	Mary	E Driver	09/07/2005	Not
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Applicable	True	4.00	-10.00	0.00	0.0
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1458 Albertson,		Kathleen	Driver	01/11/1993	Not
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Applicable	True	148.00	5.00	0.00	0.0
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387 Amadio,		Audrey	L Driver	01/12/1998	Not
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Applicable	True	39.50	0.00	0.00	0.0
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3106 Andreoli,		Barbara	Driver	03/18/2003	Not
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Applicable	True	64.50	0.00	0.00	0.0
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1469 Angell,		Susan	Driver	09/18/1990	Not
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Applicable	True	106.50	5.00	0.00	0.0
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1357 AntoM,		Sandra	L Driver	11/15/1976	Not
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Applicable True	180.00	5.00	0.00	0.0		
1666 Arruda,	Linda	Driver	04/26/1982			Not
Applicable True	180.00	5.00	0.00	0.0		
1351 Aubin,	Donna	M Driver	10/20/1987			Not
Applicable True	134.00	5.00	0.00	0.0		
3429 Barbero,	Kevin	J Driver	11/18/2003			Not
Applicable True	74.50	5.00	0.00	0.0		
2886 Bernardo,	Valerie	Driver	09/04/2002			Not
Applicable True	70.50	-5.00	0.00	0.0		
1730 Broughton,	Christina	Driver	09/20/1988			Not
Applicable True	157.50	5.00	0.00	0.0		
3360 Caetano,	Lisa	Driver	OS/24/2011			Not
Applicable True	4.00	0.00	0.00	0.0		
2217 Camp,	Richard	T Driver	OS/22/2007			Not
Applicable True	17.50	0.00	0.00	0.0		
4917 Caruso,	Amanda	Driver	11/23/2010			Not
Applicable True	16.00	0.00	0.00	0.0		
1550 Cook,	Marilyn	Driver	01/12/1998			Not
Applicable True	44.00	0.00	0.00	0.0		
1491 Croft,	Dawn	Driver	08/28/1996			Not
Applicable True	60.00	5.00	0.00	0.0		
1078 Cronan	(Fortes,	Christine	L Driver	03/10/1980		Not
Applicable True	11.50	5.00	0.00	0.0		
3444 Daie,	Lori	Driver	1 010 1/2003			Not
Applicable True	1.00	5.00	0.00	0.0		
1904 Dellaposta,	Regina	Driver	09/14/1998			Not

Applicable True 92.50 -5.00 0.00 0.0					
4289 Divers,		Louis Driver	09/07/2005		Not
Applicable True 103.00 0.00 0.00 0.0					
4519 Divona,	Stephen	R Driver	OS/22/2007		Not
Applicable True 52.00 0.00 0.00 0.0					
822 Donahay,		Jennifer Driver	03/22/1999		Not
Applicable True 180.00 -5.00 0.00 0.0					
804 Dulac,		Laurie Driver	10/16/1995		Not
Applicable True 141.50 5.00 0.00 0.0					
247 Ekelund,		Charlayne Driver	01/12/1998		Not
Applicable True 180.00 0.00 0.00 0.0					
304 Emma,		Janice Driver	10/19/1992		Not
Applicable True 0.00 5.00 -1.00 0.0					
2868 Fernandez,		Ray Driver	03/19/2002		Not
Applicable True 169.50 0.00 0.00 0.0					
323 Fen-y,	Edward	H Bus	Mechanic 08/24/1981		Not
Applicable True 106.00 3.50 0.00 0.0					
1476 Fitzgerald,	Robert	J Bus	Mechanic 11/21/1989		Not
Applicable True 98.50 -1.00 0.00 0.0					
685 Fontaine,		Carol Driver	10/24/1979		Not
Applicable True 68.00 5.00 0.00 0.0					
570 Ford,	Marjorie	J Driver	10/18/1977		Not
Applicable True 158.50 5.00 0.00 0.0					
3660 Fredrick,	Gail	A Driver	11/20/2006		Not
Applicable True 31.50 0.00 0.00 0.0					
2601 Furtado,		Manuel Driver	10/16/2001		Not

Applicable True	55.50	0.00	0.00	0.0		
2270 Giblin,		Eldora	Driver	01/08/2001		Not
Applicable True	10.00	0.00	0.00	0.0		
2181 Goff,		Robert	Driver	01/08/2001		Not
Applicable True	0.00	0.00	0.00	0.0		
1878 Gorman,		Tarni	Driver	10/19/1992		Not
Applicable True	173.00	5.00	0.00	0.0		
741 Griffin,	Darlene		A	Driver	09/15/1997	Not
Applicable True	167.00	-5.00	-0.50	0.0		
3581 Griswold		(Schulenberger),	Driver	03/16/2004		Not
Applicable True	67.50	5.00	0.00	0.0		
4322 Hackett,	Nancy		G	Driver	09/26/2005	Not
Applicable True	13.50	0.00	0.00	0.0		
303 Hawksley,	Diane		A	Driver	10/18/1993	Not
Applicable True	165.00	5.00	0.00	0.0		
2555 Iacobucci,		Lisa	Driver	09/17/2001		Not
Applicable True	10.00	-5.00	0.00	0.0		
400 Ianniello,		Charlene	Driver	09/13/1999		Not
Applicable True	180.00	-5.00	0.00	0.0		
2139 Izzo,		Michael	Driver	05/17/1999		Not
Applicable True	94.00	0.00	0.00	0.0		
5403 Jeff,	Gerald		J	Driver	10/16/2006	Not
Applicable True	73.00	0.00	0.00	0.0		
177 Kingsley,		Dale	Driver	09/15/1994		Not
Applicable True	6.50	5.00	0.00	0.0		
306 Lake,	Joanne		M	Driver	09/20/1988	Not

Applicable True 10.00 5.00 0.00 0.0

1816 Landry, Lori A Driver 09/20/1988 Not

Applicable True 1.50 5.00 0.00 0.0

83 Lataille (Oden), Theresa Driver 09/14/1998 Not

Applicable True 82.00 -5.00 0.00 0.0

385 Lembo (Carlucci), Peggy L Driver 12/15/1986 Not

Applicable True 70.50 5.00 0.00 0.0

3890 Manzi, Carole Driver 09/07/2005 Not

Applicable True 0.00 -10.00 0.00 0.0

1495 Mattera, Patricia A Driver 10/16/1995 Not

Applicable True 100.00 5.00 0.00 0.0

3298 Matteson, Cherri A Driver OS/20/2003 Not

Applicable True 22.50 0.00 0.00 0.0

4311 McDonald, Jayne M Driver 09/15/2005 Not

Applicable True 91.50 0.00 0.00 0.0

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3041 McGinity, Toni M Driver 09/16/2003 Not

Applicable True 2.00 0.00 0.00 0.00

396 Menard, Kelly Driver 09/13/1999 Not

Applicable True 20.50 -5.00 0.00 0.00

1966 Messere, Robyn Driver 09/06/2000 Not

Applicable True 107.00 0.00 0.00 0.00

1118 Mesyna, Rachel M Driver 02/12/1991 Not

Applicable True 180.00 5.00 0.00 0.00

2639 Millar, Elizabeth A Driver 03/06/2006 Not

Applicable True 81.00 0.00 0.00 0.00

2395 Moore (Ead), Shelly Driver 09/17/2001 Not

Applicable True 16.00 0.00 0.00 0.00

3954 Notardonato, Jane E Driver 09/07/2005 Not

Applicable True 111.00 -10.00 0.00 0.00

3677 Omara, Raymond D Driver 01/11/2005 Not

Applicable True 42.50 5.00 0.00 0.00

1741 Page, Lynne P Driver 09/15/1994 Not

Applicable True 123.50 5.00 0.00 0.00

3802 Paraisio, James J Driver 01 /1 1/2005 Not

Applicable True 124.00 0.00 0.00 0.00

1818 Pascale, Kimberlee Driver 10/18/1999 Not

Applicable True 27.00 0.00 0.00 0.00

3781 Pelland, Paula D Driver 09/07/2005 Not

Applicable True 65.50 -10.00 0.00 0.00

1509 Pelland, Tammy A Driver 10/20/1987 Not

Applicable True 35.00 5.00 0.00 0.00

378 Pellegrino, Carolyn Driver 09/14/1998 Not

Applicable True 107.00 -5.00 0.00 0.00

273 Pennacchia, Marilyn L Driver 11/18/1991 Not

Applicable True 85.00 5.00 0.00 0.00

1098 Pezza, Donna L Driver 09/23/1986 Not

Applicable True 104.50 5.00 0.00 0.00

1482 Resendes, Carrie Driver 09/13/1999 Not

Applicable True 0.00 -5.00 0.00 0.00

4412 Ricaldy, Aldo R Driver 02/15/2006 Not

Applicable True 34.50 0.00 0.00 0.00

902 Roche, Patricia Driver 05/16/1994 Not

Applicable True 153.00 5.00 0.00 0.00

4700 Ruggiero, Ermano Driver 11/20/2007 Not

Applicable True 50.00 -10.00 0.00 0.00

4269 Saban, Salvador R Driver 11/15/2005 Not

Applicable True 101.00 -5.00 0.00 0.00

677 Saillant, Cynthia Driver 09/13/1999 Not

Applicable True 8.50 -10.00 0.00 0.00

4427 Scapinakis, Karin Driver 10/16/2006 Not

Applicable True 20.50 0.00 0.00 0.00

4434 Sheridan, Kristin M Driver 10/16/2006 Not

Applicable True 7.50 0.00 0.00 0.00

886 Smith, Jean C Driver 12/17/1973 Not

Applicable True 12.50 5.00 0.00 0.00

1407 Sock (Wentzel), Deborah L Driver 09/18/1989 Not

Applicable True 14.50 5.00 0.00 0.00

349 Torregrossa, Annemarie Driver 10/15/1979 Not

Applicable True 108.00 5.00 0.00 0.00

1806 Tourony, Antoinette Driver 09/13/1999 Not

Applicable True 113.50 -5.00 0.00 0.00

3569 Vallesi, Jeannine M Driver 12/16/2003 Not

Applicable True 106.00 5.00 0.00 0.00

Bus

5260 Walker,	Joseph	E Mechanic 09/21/2009	Not
Applicable True	23.00 -4.00	0.00	0.00
732 Werchadlo,	Maureen Driver	09/23/1986	Not
Applicable True	1		
16.00	5.00	0.00	0.00

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Unused Benefits As Of Date: 07/01/2011

4019 Buteau,		Roger Tradesmen	11/22/2004
Plant True	44.00 0.00	0.00	0.0(
340 Dail,		Dennis Tradesmen	03/20/1979
Plant True	158.50 1.50	0.00	0.0(
4892 Femino,	Joseph	A Tradesmen	12/10/2007
Plant True	81.50 -1.00	0.00	0.0(
285 Hogan,		Stephen Tradesmen	10/18/1988
Plant True	107.50 1.00	0.00	0.0(
501 Lastarza,		Louis Tradesmen	03/08/1993
Plant True	67.00 19.00	0.00	0.0(
1837 Musco,	Paul	M Tradesmen	05/13/1996
Plant True	180.00 8.00	0.00	0.0(
2723 Schiappa,		Franco Tradesmen	02/26/2001
Plant True	39.00 1.00	0.00	0.01
3123 Tougas,	Ronald	R Tradesmen	03/11/2002
Plant True	180.00 0.00	0.00	0.0(

EXHIBIT D

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

**THE CRANSTON SCHOOL COMMITTEE And THE
RHODE ISLAND LABORERS' DISTRICT COUNCIL on
Behalf of LOCAL UNION 1322**

Whereas the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund and;

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26,2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PP A"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedules and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. The Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement.

2. The current contribution rate to the Pension Fund of Fifty-Four (.54—S) cents per hour shall be increased by 10% to the rate of Sixty (.60—) Cents per hour with said increase(s) to be an assignment of employee's wages effective the first pay period following ratification of the Collective Bargaining Agreement between the parties by the Committee and Local 1322 or The Rhode Island Laborers' District Council. On each anniversary of that effective date for the term of the collective bargaining agreement, and any renewals or extensions thereof, the contribution rate then in effect shall be increased by another 10% compounded annually (rounded to the nearest penny) with said increase(s) to be an assignment of employee's wages.

3. With regard to benefits under the Pension fund, the Plan's Preferred Schedule

provides that the Pension's Fund current plan of benefits for the group will remain unchanged with the following exceptions:

(a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.

(b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PP A to pay any lump sum benefits or pay any other benefit in excess of the monthly amount

that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cashout of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000 or less and for the Fund's \$5,000 death benefit.

(c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

4. The Plan as a whole is deemed to be a part of the Preferred Schedule.

To acknowledge their agreement to this Addendum, the Union and the Employer have caused their authorized representatives to place their signatures below:

Dated:

FOR THE EMPLOYER:

CRANSTON SCHOOL COMMITTEE FOR THE UNION:

RI LABORERS' DISTRICT COUNCIL on behalf of LOCAL UNION 1322

Ronald R. Coia, Business Manager

LOCAL UNION 1322

Arthur J. Jordan, Business Manager

Witness Witness

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